



REQUEST FOR PROPOSAL (RFP)

**PROVISION OF CONSULTANCY SERVICES TO UNDERTAKE EXTERNAL
QUALITY ASSESSMENT OF THE INTERNAL AUDIT DEPARTMENT**

TENDER NO: CA/PROC/RFP/10/2016- 2017

SUBMISSION DEADLINE:

21ST DECEMBER, 2016 AT 2:30 PM

SECTION A: - REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES TO UNDERTAKE AN EXTERNAL QUALITY ASSESSMENT OF THE INTERNAL AUDIT DEPARTMENT-CA/PROC/RFP/10/2016-2017

INVITATION TO TENDER

Communications Authority of Kenya is continuously seeking to enhance oversight, good corporate governance, accountability and transparency in the delivery of its core mandate.

The Institute of Internal Auditors (IIA) Standards require an external review of the Internal Audit activities to be conducted every five years. These reviews are designed to assess the audit activity's conformance with the Standards and its effectiveness in providing assurance/consulting services to the Organization's Board of Directors, senior executives and other interested parties.

The Authority therefore invites sealed proposals to carry out the above consultancy services as detailed in the tender document. The Request for Proposal (RFP) documents and any other additional information can be obtained from Procurement Division at the CA Center, along Waiyaki Way, Nairobi, on weekdays during normal working hours of 8:00am – 4:00pm upon payment of a non refundable fee of Kshs. 1,000 per set of tender document. The money is payable in cash or bankers cheque to the Communications Authority of Kenya.

The documents can also be accessed and downloaded from the IFMIS supplier portal:<http://supplier.treasury.go.ke> and the Authority's website: www.ca.go.ke/index.php/tenders at no cost. The firms that download the document must arrange to forward their particulars/contacts to the Head of procurement, Communications Authority of Kenya, through email address tenders@ca.go.ke before the closing date for records and for the purposes of receiving clarifications and/or addendums if any.

Duly completed request for proposals documents, in a plain sealed envelope marked: **PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES TO UNDERTAKE A QUALITY ASSESSMENT OF THE INTERNAL AUDIT DEPARTMENT**

- **CA/PROC/RFP/10/2016-2017** should be mailed to the address below or deposited in our tender box on the ground floor within our headquarter building, along Waiyaki Way on or before **21ST December, 2016 at 2.30 pm.**

The Head of procurement
Communications Authority of Kenya (CA)
P.O. Box 14448, Nairobi 00800
Tel: +254 (020) 4242000/
Mobile: +254 703-042000
Email. tenders@ca.go.ke
Website: www.ca.go.ke

Tenders should be submitted in two separate envelopes with completed technical and financial proposals clearly marked:

- (i) Technical proposal for consultancy to undertake an external quality assessment of the internal audit department; and
- (ii) Financial proposal for consultancy to undertake an external quality assessment of the internal audit department.

Tenders will be opened immediately thereafter in the presence of bidders or bidders' representatives who choose to attend at CA Centre meeting room 1 first floor.

SECTION B: - INFORMATION TO CONSULTANTS

- 1. Introduction**
- 1.1 The Client named in Appendix “A” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed under this section.
- 1.2 The consultants are invited to submit a **Technical Proposal and a Financial Proposal**, as specified in Appendix “A” for consulting services required for the assignment named in the said Appendix.
- 1.3 The Client will provide the inputs specified in Appendix “A”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in Appendix “A”. The Client will respond by cable or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addendum. Addendum shall be sent by mail or cable to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.
- 3. Preparation of Proposal**
- 3.1 The Consultant’s proposal shall be written in English language.
- Technical Proposal**
- 3.2 In preparing the Technical Proposal, a Consultant is expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in Appendix “A”. The proposal shall however be based on the number of professional staff- months estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix “A”, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) shall be submitted for each position.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm’s organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm’s involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.

- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, a Consultant is expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

3.7 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges

imposed under the law on the consultants, the sub consultants and their personnel.

- 3.8 A Consultant shall express the price of their services in Kenya Shillings.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 3.10 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposal.

4 Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, financial proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 4.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in Appendix “A” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**”

- 4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in Appendix “A”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the tender opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department until all submitted proposals are opened publicly.

**5.0 Proposal
Evaluation
General**

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in Appendix “A”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**Evaluation
of Technical
Proposals**

- 5.3 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

EVALUATION CRITERIA

The tenders submitted will be evaluated in three (3) stages; Mandatory Technical and Financial. The evaluation criteria will be based on the following weights: -

- a. Mandatory – Pass/Fail
- b. Technical – Out of 80% with a pass mark of 60%
- c. Financial – 20%

(3) Mandatory Evaluation

The tender shall undergo a general pre-qualification process in order to determine the compliance of a bid with the following mandatory requirements. Tenderers are required to comply with the following requirements, failure to which the firm shall not proceed with to the next stage of evaluation:

No	Requirements	Pass	Fail
1	Certificate of business incorporation/registration of the firm in the domicile country.		
2.	Valid and current Tax Compliance Certificate from domicile country.		
3	Bidders must number pages of their tender document		
4	A copy of the CR12 form obtained from the Attorney General's office.		
5.	Two copies of the Request for Proposal (RFP) documents (Original and a copy)		

The tenderers who do not satisfy any of the above requirements shall be considered non – responsive and will not be evaluated further.

(b) Technical Evaluation

The technical evaluation is as appended in the table below :-

NO	CRITERIA	WGT	ALLOCATION
1	Relevant Experience for the Assignment (Corporate)		
a	<p>General Experience: Experience in external quality assessment of the internal audits over a minimum of 4 years and evidence of two similar projects or assignments undertaken.</p> <p>The consulting firm should demonstrate competency in external quality assessment audits.</p>	18	<ul style="list-style-type: none"> • Demonstration of experience in external quality assessment of internal audits - 10 Marks • Demonstration of at least two similar assignments undertaken in the last four years – 4 Marks • Evidence – LPOs/contracts, for the indicated firms -4

			marks
Sub Total			
2	Methodology and Approach		
a	Understanding the ToRs <ul style="list-style-type: none"> • Conformity to the ToRs • Consultant’s initiatives and comments on the TORs 	3	Conformity – 1 Marks Commitment – 2 Marks
b	Appropriateness of the consultancy methodology and work plan <ul style="list-style-type: none"> • Completeness of the description of the methodology • Effectiveness of the information collection • Engagement of Risk Assessment • Clear understanding of the control environment • Final Evaluation of the test results 	15	3 marks for each of the five components
c	Technical capabilities and approach <ul style="list-style-type: none"> • Clear understanding of the Authority’s business process and consultancy objectives. • Certified internal auditors with good understanding and experience on Internal audit process and systems. • Sound quality assessment methodology which covers areas of operations and gives comfort and satisfaction to the management that the Authority’s internal audit is efficient and effective. • Quality work and services including sound technical advice, support and providing proactive workable solutions. 	12	3 marks for each of the four components
d	Project scheduling, manning allocation of proposed staff and final report outline.	6	2 for each of the 3 components
3	Human Resource Capacity		
a	Team leader: General education background, professional qualifications, training, length of experience, positions held, duration with the firm and experience in the country/region.	8	Min Degree in a Business related course from reputable institution and other professional qualifications like CIA, CPA and ACCA.

	Team leader's adequacy in carrying out the assignment with a minimum of six years experience: education, training experience in the specific sector, field and subject relevant to the project.	6	Marked according to number of years of experience stated
b	Other key staff education background, qualifications and experience, positions held and duration with the firm.	6	At least 3 staff members. Min Degree in a relevant Business related course from reputable institution
	Adequacy and capability of other key staff in carrying out the assignment with a minimum of 3 years experience: education, training and experience in the specific sector, field and subject relevant to the project.	6	Marked according to number of years of experience stated
Grand total			80

To be eligible for the Financial Evaluation, tenderers must score at least sixty (**60**) out of eighty (**80**) at the Technical Evaluation stage.

(c) FINANCIAL EVALUATION

The financial evaluation will consist of a maximum of 20 points and these will be allocated using the following formulae: -

$$\text{Financial Score} = 20 \times \text{Pm}/\text{P};$$

Where: -

Pm: Lowest priced financial proposal

P: Total bid price of the bid under consideration.

Both technical and financial scores will be combined and the firm achieving the highest combined technical and financial score will be considered for award of the tender.

Note: Tenderers will be expected to quote in KES. Inclusive of all taxes in the following format:

Work Description	Amount (Kshs)
Consultancy Fees for the audit	
Disbursements (if any)	
Total	

Duration of the Consultancy Work

Tenderers are also expected to indicate their proposed payment schedule in the following format. The payment schedule will form part of the contract for the winning tenderer.

PROPOSED PAYMENT SCHEDULE

Work Description	Percentage (%)	Amount (Kshs)
1. Presentation of Inception Report and to Management Committee for approval		
2. Initial survey analysis and presentation of Draft report to Management Committee. Payment upon acceptance of the report.		
3. Submission and acceptance of Final Report		
4. Provision of training and report		
Total	100%	

Public Opening and Evaluation of Financial Proposals 5.4

After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall

be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

- 5.6 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail

6. Negotiations

- 6.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in Appendix “A”. The aim is to reach agreement on all points and sign a contract.

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees)

- 6.4 Having selected the firm based on, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract based on the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available.

The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

- 6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a

contract.

7. Award of

7.1 The Contract will be awarded following negotiations.

Contract

After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

7.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

8. Performance

Bond

The selected firm shall prior to execution of the Contract Agreement furnish Communications Commission of Kenya with a Performance Bond in form of bank guarantee that will remain valid for Thirty (30) days beyond the duration of this Agreement or any termination thereof and whose value shall be equivalent to **5% of the Contract Value per annum.**

The proceeds of the performance Bond shall be payable to Communications Authority of Kenya as compensation for any loss or damage resulting from failure by the firm to fulfill its obligations hereunder.

The Performance Bond shall be in the form of an On-Demand-Bank-Guarantee issued by a reputable Bank carrying on business within Kenya and acceptable to the Authority.

The Performance Bond will be discharged by Communications Authority of Kenya and returned to the firm not later than Ninety (90) days following the expiry of this Agreement or earlier termination.

9. Confidentiality

9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants which submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract

APPENDIX “A”

Clause Reference

- 1.1 The name of the Client is:
COMMUNICATIONS AUTHORITY OF KENYA
- (i) The method of selection is: Quality Cost Based Selection (CQBS)
- 1.2 Technical and Financial Proposals are requested: **Yes**
A Technical Proposal only is requested: **No**
- The name, objectives, and description of the assignment are: **AS PER THE TERMS OF REFERENCE.**
- 1.3 Pre-proposal conference will be held: Yes _____ No _____
- The address (es) and telephone numbers of the Client is: - **P.O BOX 14448-00800 NAIROBI, TEL.4242000**
- 1.4 The Client will provide the following inputs: **ANY INFORMATION REQUIRED**
- 3.3 (i) The minimum required experience of proposed professional staff is:
THREE YEARS AND ABOVE.
- 3.4 (ii) Training is a specific component of this assignment: **N/A**
- (viii) Additional information in the Technical Proposal includes: **N/A**
- 3.7 Taxes: All taxes to be included in the financial proposal.
- Consultants must submit an **original** and **ONE** additional copy of each proposal
- 4.2 The proposal submission address is as shown below. Information on the outer envelope should also include: **Tender number and consultancy name**
- The Head of procurement –
Communications Authority of Kenya
P.O Box 14448
Nairobi 00800**

4.3 Proposals must be submitted no later than **21st December, 2016** at **2.30 p.m.**

4.4 The address to send information to the Client is: **P.O BOX 14448-00800, NAIROBI.**

4.5 The minimum technical score required to pass is **60/80**

The assignment is expected to commence after signing the contract

SECTION C: - TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Technical Proposal submission form.
- ii) Firm's references.
- iii) Comments and suggestions of consultants on the Terms of Reference and on data, services and facilities to be provided by the Client.
- iv) Description of the methodology and work plan for performing the assignment.
- v) Team composition and task assignments.
- vi) Format of curriculum vitae (CV) for proposed professional staff.
- vii) Time schedule for professional personnel.
- viii) Activity (work) schedule.

(i). TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for provision of consultancy services to undertake a quality assessment of the Internal audit department in accordance with your Request for Proposal dated _____ [*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-*where applicable*].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

(ii). FIRM'S REFERENCES

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity (profiles):
Name of Client:	No. of Staff:
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(iii) COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

(IV) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(v). TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

(vi). FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed
Position: _____

Name of
Firm: _____

Name of
Staff: _____

Profession:

Date of Birth: _____

Years with Firm: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date:

[Signature of staff member]

_____ Date;

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

(vii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Weeks (in the Form of a Bar Chart)												Number of weeks	
			1	2	3	4	5	6	7	8	9	10	11	12		

Reports Due: _____
Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

(viii). ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc., are weeks from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
Activity (Work)												

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION D: - FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include; -

- i) Financial Proposal submission form.
- ii) Summary of costs.
- iii) Breakdown of price per activity.
- iv) Breakdown of remuneration per activity.
- v) Reimbursable per activity.
- vi) Miscellaneous expenses.

(i). FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for provision of consultancy services to undertake a quality assessment of the Internal audit department in accordance with your Request for Proposal dated (_____) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

We understand you are not bound to accept any Proposal you receive.

We remain,
 Yours sincerely,

_____ [Authorized Signature]

: _____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

(ii). SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)	
Subtotal			
Taxes			
Total Amount of Financial Proposal		_____	

iii). BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Miscellaneous Expenses	
Subtotal	

(iv). BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____	Name: _____			
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

(V). MISCELLANEOUS EXPENSES

Activity No _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports Equipment: computers etc.				

3.					
4.	Grand Total				

SECTION E: - TERMS OF REFERENCE (TORS) AND SCOPE OF SERVICES FOR PROVISION OF CONSULTANCY SERVICES TO COMMUNICATIONS AUTHORITY FOR CARRYING OUT A QUALITY ASSESSMENT OF THE INTERNAL AUDIT DEPARTMENT

1 INTRODUCTION

The Authority has amongst its other functions an Internal Audit department, which has the expanded and extended role of internal audit now stretching beyond traditional focus on compliance and financial audit, to encompass an assessment of the organizations efficiency and effectiveness in achievement of its objectives.

The overall design of the internal audit system, including best practices, is geared towards the specific priorities of the Authority taking into account the Authorities own circumstances and requirements. An external quality assessment evaluates conformance with the provisions of the institute of internal Auditors (IIA) Standards of whether the internal auditors essentially apply the code of ethics. Other considerations will include matters relating to roles, responsibilities and authorities and oversight of internal audit, resourcing the internal audit function, planning internal audit’s activities, audit processes, and evaluating internal audit’s performance.

The IIA standards require an external quality assessment to assess internal audit compliance with standards and appraisal of the quality of operations of internal audit. External assessments enhance value, as they enable the internal audit activity to evaluate conformance with the standards; internal audit and audit committee charters; the organization’s risk and control assessment; the effective use of resources; and the use of successful practices. An internal audit

activity must obtain an external assessment at least every five years by an independent reviewer or review team to maintain conformance with the standards.

Quality assessments thus are necessary for the following reasons:

1. Provision of full objectivity and confirmation that audit activities are conducted in accordance with the international standards for the professional practice of internal Auditing.
2. Build stakeholders confidence by documenting the internal audit activity's commitment to quality and best practices.
3. Provision of evidence to the Board, management and staff that the internal controls, governance and risk management processes are effective and efficient.

2 TERMS OF REFERENCE

Objectives

The aim of the external quality assurance will be to verify and confirm that the audit activity function achieves its mandate and to act with integrity and produce reliable services, which includes the following:

- Organizational independence.
- Existence of a formal mandate.
- Have unrestricted access to information.
- Has sufficient resources.
- Competent leadership.
- Competent staff.
- Stakeholder support.
- Adherence to professional audit standards.

SCOPE

To carry out a quality assessment of the internal audit division in accordance with the requirements of IIA standard number 1312, External Quality Assessments.

The adequacy of the scope will be determined by carrying out the following Terms of Reference;

- (TOR's) which will include but not limited to the following;

- Assess and make appropriate recommendations on how Internal Audit can promote appropriate ethics and values within the Authority.
- Review the implementation of acceptable standards and the provision of consulting services by the internal audit function.
- Review and where possible recommend improvements to the internal Audit charter, audit plans and procedures.
- Assess the efficiency and effectiveness of the internal audit activity in the Authority.
- Assess internal audit's current needs exposures/risks to performing at less than an effective level, Vis a Vis the future direction and goals of the Authority.
- Benchmark internal audit activities against published best practice and best performing peers in the areas of right staffing, compensation, mix of knowledge, experience, and disciplines within the staff compliment.
- Identify opportunities and offer ideas and counsel to the head of internal audit and staff for improving their effectiveness and performance.
- Make recommendations and assist in the implementation of selected and acceptable "successful practices" in the internal Audit activity of the Authority.
- Determine whether the internal audit function is fulfilling the mandate of its charter Vis a Vis the expectations of the Authority.
- Review compliance with applicable legislation like KICA, State Corporations Act, and any other expected requirements.
- Review internal audit's interaction with the other members of the governance process and their involvement in the Enterprise Wide Risk Assessment process, the building of the audit universe and preparation of the internal audit schedule.
- This would include assessing annual and long-range audit plans to see whether audit areas represent current and future business plans, strategy, exposures and operations.

Project approach

The consultant:

- Will report to the Head of Internal Audit.
- Will be expected to make recommendations, and provide other information as necessary to the Audit Committee of the Board.
- Will be expected to work with the Head of Audit who will be responsible for carrying out tasks in accordance with the project work plan.
- Will be provided on-site office accommodations and generally expected to be available during regular business hours.

3 DELIVERABLES

The prime deliverable is a comprehensive “Quality assurance” that includes at the minimum, the following:

- Executive summary
- Weakness identified
- Conclusions
- Recommendations for the improvement of the internal audit processes and practices; and
- Action plan to guide the implementation of the recommendations.

4 PROJECT MILESTONES

Inception Report: -the consultant will submit an inception report within a week (7 days) after commencement and after consultations with key stakeholders. Authorities (management) will review this report within 5 days after receiving it and give feedback.

Draft final report to be submitted within 3 weeks after commencement. The consultant will deliver a draft Quality Assurance audit report to the Authority. The draft final report should include a detailed analysis of the level of conformance to the standards, code of ethics and definition of internal audit, a proposed plan for presentation, discussion and adoption of the recommendations.

Final detailed report in form of 3 printed copies and in CD ROM format to be submitted 1 week after the comments from the Authority.

5 DURATION OF THE CONSULTANCY

The consultancy will last 20 working days (4 weeks) from the date of signing the contract.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here
- (d) below;
- (e) “Foreign Currency” means any currency other than the Kenya Shilling;
- (f) “GC” means these General Conditions of Contract;
- (g) “Government” means the Government of the Republic of Kenya;
- (h) “Local Currency” means the Kenya Shilling;
- (i) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (j) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

- (k) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (m) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (n) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language that shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives’

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub-consultant [s] and their personnel shall pay such taxes; duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** for the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as

well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) If the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

(xi)

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) If the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment Upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

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3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his Obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

3.2.1 Consultant

Not to Benefit from Commissions,

Discounts, Etc.

(i) The remuneration of the Consultant pursuant to Clause 6 Shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept them for his own benefit any trade, commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

(xiii)

Procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his sub-consultant [s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within five (5) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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3.5 Consultant’s Actions Requiring Client’s Prior Approval

The Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the personnel not listed by name in Section C (“Key Personnel and Sub-consultants”).

- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications- and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Section C. The Key Personnel and Sub consultants listed by title as well as by name in Section C are hereby approved by the Client.
- 4.2 Removal and/ or Replacement Of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(xv)

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

(xvi)

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SC.
 (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional** For the purposes of determining the remuneration due for additional services as may be agreed under Services Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

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- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying part

FORM OF TENDER

FROM-----

DATE -----

To: -----

RE: PROVISION OF CONSULTANCY SERVICES TO UNDERTAKE EXTERNAL QUALITY ASSESSMENT OF THE AUTHORITY’S INTERNAL AUDIT

In accordance with Tender Number ----- Date-----

I/We-----

Tender an amount of Kshs.-----

In accordance with the attached tender forms / conditions of tender / schedule of requirements and in conformity with the scheduled delivery arrangements stated.

I/We understand that the Authority reserves the right to accept or reject this tender for any reason it considers justifiable.

I/We agree that the terms of this tender will remain valid for and will not be withdraw for a period of----- days from the final date of submission of tender.

In the event of this tender being accepted within the stipulated -----days; I/We agree to provide consultancy services as indicated in this tender to be quoted delivery dates and failure on my/ our part to meet these requirements constitutes a breach of contract.

Witnessed by-----
Address-----
Signature of Witness-----
Date-----

Tenderer’s Name-----
Tenderer’s Signature-----
Tenderer’s designation-----
Full address-----

Telephone No-----
Telegraphic Address-----

Date-----

Appendix II

PERFORMANCE BANK GUARANTEE

(To be on the letterhead of the Bank)

To: Communications Authority of Kenya
Waiyaki Way
P.O. Box 14448, 00800
NAIROBI. Kenya.

WHEREAS _____ [name of
Consultant]
(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract
No. _____
dated _____ 2016 to
provide _____
_____ (hereinafter called “the
Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall
furnish you with a bank guarantee by a reputable bank for the sum specified therein as security
for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Contractor, up to a total of (5% of BID PRICE).

_____ (words) _____ (figures), and we undertake to pay you, upon
your
first written demand declaring the Contractor to be in default under the Contract and without
cavil or argument, any sum or sums within the limits
of _____
_____ as aforesaid, without your needing to prove or
to
show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the _____ day of _____ 2016.

Signature and seal of the Guarantors

[name of bank]

[address]

[date]

Appendix IV

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2016 between **Communications Authority of Kenya** (hereinafter called “the Employer”) of the one part and _____ (hereinafter called “the consultant) of the other part:

WHEREAS the Employer invited tenders for certain goods and ancillary services, viz., Provision of consultancy Services and has accepted a tender by the Consoltant for the provision of the services _____ in the _____ sum _____ of

_____ (words) _____ [figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) The schedule of Requirements;
 - (c) The General Conditions of Contract;
 - (d) The Special Conditions of Contract; and
 - (e) The Employer’s Notification of Award and Consultants’ letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the provision of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
5. The consultant undertakes to perform the services with the highest standards of proficiency and ethical competence and integrity.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

SIGNED FOR AND ON BEHALF OF THE COMMUNICATIONS AUTHORITY OF KENYA

DIRECTOR-GENERAL)
)
In the presence of:)
)
)
)
)
)

DIRECTOR/LEGAL SERVICES)

SIGNED FOR AND ON BEHALF OF

DIRECTOR)
)
In the presence of:)
)
)
)

WITNESS)